

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Board of Supervisors of the County of San Luis Obispo,
State of California, and _____
_____ (here-
inafter designated as "Principal") have entered into an agreement for _____

which said Agreement, and all of the Contract Documents attached to or forming
a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the Principal is required before entering upon
the performance of the Work, to file a good and sufficient bond with the body by
whom the contract is awarded, to secure claims to which reference is made in
Sections 3247 thru 3252, inclusive, of the Civil Code of California, and Sections
3181, 3110, 3111 and 3112 of the Civil Code of California,

NOW, THEREFORE, said Principal and the undersigned _____

as corporate surety, are held and firmly bound unto the County of San Luis
Obispo, and unto all laborers, materialmen and other persons referred to in said
statutes in the sum of _____

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(\$ _____), lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract

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or to the work to be performed thereunder or the specifications accompanying the same shall in any manner effect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the ____ day of _____, 20__

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_____(Seal)

_____(Seal)

_____(Seal)

Principal

APPROVED AS TO FORM
AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel

_____(Seal)

_____(Seal)

_____(Seal)

Surety

By:_____
Deputy County Counsel

Dated:_____

Address

NOTE:
Signatures of those executing for Surety must be properly acknowledged.

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